

**The State of Utah Division of Purchasing and
General Services**

In conjunction with



Request for Proposals

JP14001

**WSCA-NASPO Master Agreement for
DATA COMMUNICATIONS
PRODUCTS & SERVICES**

July 1, 2013

Table of Contents

Section 1: WSCA-NASPO Solicitation General Information	3
Section 2: General Proposal Requirements and Information	12
Section 3: Data Communications Provider Mandatory Minimum Requirements	13
Section 4: Data Communications Provider Qualifications	14
Section 5: Service Offering Qualifications	16
5.2 Data Communications Services – Requirements	17
5.2.1 DATA CENTER APPLICATION SERVICES	17
5.2.2 NETWORKING SOFTWARE	17
5.2.3 NETWORK OPTIMIZATION AND ACCELERATION	18
5.2.4 OPTICAL NETWORKING	18
5.2.5 ROUTERS	19
5.2.6 SECURITY	19
5.2.7 STORAGE NETWORKING	20
5.2.8 SWITCHES	20
5.2.9 WIRELESS	24
5.3.0 UNIFIED COMMUNICATIONS (UC)	25
5.3.1 SERVICES	27
Section 6: Evaluation	29
Section 7: Master Agreement Terms and Conditions/Exceptions	32
Attachment B – Reference Form	35
Attachment C – Cost Schedule	38

**REQUEST FOR PROPOSAL
DATA COMMUNICATIONS PRODUCTS AND SERVICES CONTRACT
Solicitation # JP14001 Revised 5/30/2013**

Section 1: WSCA-NASPO Solicitation General Information

1.1 Purpose of Request for Proposal (RFP)

The State of Utah, Division of Purchasing is requesting proposals in conjunction with WSCA-NASPO Cooperative Purchasing Organization, LLC (WSCA-NASPO). The purpose of this request for proposal is to establish master agreements with qualified manufacturers to provide Data Communications products and services outlined in the specifications for all participating States. The services resulting from the award of this solicitation are to be available to all state entities, cities, counties, higher education, school districts and other political subdivisions on an as needed basis under the same pricing and terms and conditions agreed to in the Master Agreement.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors.

While the primary purpose of this solicitation is to select a proposer(s) who can offer the Products or Services for all Participating States, proposers are permitted to submit a proposal on more limited geographical areas, **but not less than one entire Participating State**. Proposers must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. However, if a proposer elects to submit a Proposal for a single State then the proposer must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

A Participating State may evaluate and select a proposer for award in more limited geographical areas (e.g. A single state) where judged to be in the best interests of the State or States involved.

Each participating entity shall select the authorized contractor(s) they choose to do business with during the participating addendum process. A participating entity may require the authorized contractor(s) to submit additional information regarding their firm as part of the selection process during the execution of a participating addendum. This information could include, but is not limited to; partners or resellers approved under their PA, business references, number of years in business, technical capabilities, and the experience of both their sales and installation personnel.

Each participating entity has the option to select one or more product categories or services from the resulting Master Agreement(s) during the execution of the participating addendum process.

Each participating entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the Participating Addendum process. Any additional incremental discounts available to a Participating Entity, if offered, may be provided at the discretion and as the sole legal obligation of the Contract provider or their Authorized Sub-Contractor to the Participating Entity and negotiated during the Participating Addendum process. All Participating entities have the right to put dollar limits and certain line item, parts or on the total amount purchased per occasion on their individual PA's as they deem appropriate.

The resulting Master Agreement will be awarded with the understanding and agreement that it is for the sole convenience of the participating entities. The participating entities reserve the right to obtain like goods or services from other sources when necessary.

This RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Suppliers are encouraged to expand upon the specifications to evidence service and capability.

1.2 WSCA-NASPO Background Information

WSCA-NASPO is a cooperative purchasing organization of all 50 states, the District of Columbia and the organized US territories. WSCA-NASPO is a subsidiary of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. For more information consult the following websites www.wsca-naspo.org and www.naspo.org

Obligations under master agreements that result from this cooperative procurement are limited to those states and other eligible entities that execute a Participating Addendum:

63G-6a-2105. Participation of a public entity or a procurement unit in agreements or contracts of procurement units -- Cooperative purchasing -- State cooperative contracts.

(2) A public entity may obtain a procurement item from a state cooperative contract or a contract awarded by the chief procurement officer under Subsection (1), without signing a participating addendum if the quote, invitation for bids, or request for proposals used to obtain the contract includes a statement indicating that the resulting contract will be issued on behalf of a public entity in Utah.

Financial obligations of Participating States (Entities) are limited to the orders placed by the departments, agencies and institutions of that Participating State (Entity) having legally available funds. Participating States incur no financial obligations on behalf of its political subdivisions, other governmental entities or other eligible entities.

Unless otherwise specified in the solicitation or a Participating Addendum, the resulting master price agreement(s) will be permissive.

This RFP is designed to provide interested Offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Proposals must be succinct, concise, and as short as possible to allow for efficient evaluation. Blanket marketing material and unnecessary elaborate brochures or representations beyond what is sufficient to present a complete and effective proposal are not acceptable.

Offerors must respond to any or all of the 12 categories that follow. The following product and service categories are included in this RFP:

1. Data Center Application Services
2. Networking Software
3. Network Management and Automation
4. Network Optimization and Acceleration
5. Optical Networking
6. Routers
7. Security
8. Storage Networking
9. Switches
10. Wireless
11. Unified Communications
12. Services

1.3 Objective

The objective of this RFP is to obtain deeper volume price discounts than are obtainable by an individual state or local government entity. This discount is based on the collective volume of potential purchases by the numerous state and local government entities. The savings realized by the contractor in managing one comprehensive WSCA-NASPO Master Agreement rather than numerous state and local contracts should result in the most attractive service level and discounts available in the marketplace.

The Master Agreement(s) resulting from this procurement may be used by state governments (including

departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and other eligible entities subject to approval of the individual state procurement director and local statutory provisions.

Participation by political subdivisions, other government entities and other eligible participants is with the authorization or acknowledgement of the specific state chief procurement official, and the execution of a Participating Addendum.

1.4 Solicitation Background

This is a rebid for the current for the WSCA-NASPO Data Communications Equipment, Supplies and Services contracts. Eight (8) Manufacturers currently have Master Contracts to provide Data Communications Equipments, Supplies and Services. They are as follows:

Alcatel-Lucent – AR1466
Brocade Communications – AR214
Cisco Systems – AR233
Enterasys Networks, Inc. – AR1471
Extreme Networks – AR1471
Hewlett-Packard - AR1464
Juniper Networks – AR229
Meru Networks – AR218

Although the State of Utah and WSCA-NASPO does not guarantee any usage or spend under these contracts, for bid purposes only, the total combined spend on these contracts for 2012 was \$204 million dollars.

1.5 Issuing Office and Solicitation Number

The State of Utah, Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # JP14001. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.6 WSCA-NASPO Contract Administrator

The WSCA-NASPO Contract Administrator designated by WSCA-NASPO and the State of Utah, Division of Purchasing and General Services is:

Name: Jennifer Porter
State of Utah Division of Purchasing and General Services
State Office Building, Capitol Hill
Room 3150
Salt Lake City, UT 84114-1061
Email: jenniferporter@utah.gov
Phone: 801-538-3064
Fax: 801-538-3882

1.7 Proposal Submittal

Offers must be received, according to instructions, by the posted due date and time. Offers received after the deadline will be non-responsive.

Proposals are due August 30, 2013 at 11:00 am MST

Questions will be accepted until July 26, 2013 at 11:00 am MST

Data Communication RFP Release Webinar is scheduled for July 11, 2013. Webinar details will be

WSCA-NASPO Data Communications Services Solicitation # JP14001

posted on the WSCA-NASPO website (www.wsca-naspo.org).

The preferred method of submitting your original 'master' proposal packet is electronically in Microsoft Word and Excel through BidSync, (www.bidsync.com), or you may mail or drop off your hard copies to the address noted in Section 1.6 of this RFP on or before the due date and time. The original 'master' proposal packet shall include a separate document or sealed envelope labeled "SOLICITATION # JP14001 Cost Schedule" that contains the pricing document. Please note that the State of Utah Division of Purchasing office is closed on Saturday and Sunday and therefore does not accept deliveries on those days.

When submitting an offer electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the offer. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

Electronic offers may require the uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

BidSync customer support may be contacted at (800) 990-9339 for guidance on the BidSync site.

Respondents are responsible for ensuring that their BidSync registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the vendor registration in BidSync. Incorrect or missing vendor registration information may result in failure to receive notification from BidSync regarding this procurement.

In addition to the original 'master' proposal packet submission, Respondents are required to send one (1) hard copy and one (1) electronic version (Microsoft Word and Excel) of the complete proposal, **excluding pricing information**, to each of the evaluation team members listed below. Each proposal packet shall be marked with the solicitation number and be in accordance with the submittal requirements. The original 'master' sent to the WSCA-NASPO Master Agreement Administrator identified in Section 1.6 of this RFP will prevail in resolving any discrepancies.

Alaska – Ted Fawcett
Contracting Officer
ted.fosket@alsaka.gov

California - Bonnie Bahnsen
bonnie.bahnsen@dgs.ca.gov

Nevada – Marti Marsh
Purchasing Officer
mmarsh@admin.nv.gov

New Jersey – Vicente Azarcon
Procurement Specialist
vicente.azarcon@treas.state.nj.us

Utah – Jennifer Porter
Purchasing Agent
State of Utah
jenniferporter@utah.gov

1.8 Current State Participants

The States currently participating in the existing contracts are: Alaska, Arkansas, California, Colorado, Delaware, District of Columbia, Hawaii, Idaho, Iowa, Kentucky, Louisiana, Minnesota, Missouri, Montana, Nevada, New Jersey, Oklahoma (Grand River Dam Authority), Oregon, South Dakota, Utah, Washington, Wisconsin and Wyoming.

States with “Intent to Participate” – The following states have executed an Intent to Participate thru WSCA-NASPO, which simply indicates that they want to be formally listed in the published Request for Proposal as participating in the solicitation process: California, Hawaii, Minnesota, Missouri, Montana, Nevada, New Jersey, South Carolina, South Dakota, Utah, Vermont and Washington. All 56 NASPO members are eligible to participate in all WSCA-NASPO contracts when and if they decide they want to, in accordance with their individual statutory requirements.

1.9 Governing Laws and Regulations

This procurement is conducted by the State of Utah, Division of Purchasing & General Services, in accordance with the Utah Procurement Code. These are available at the Internet website www.purchasing.utah.gov for the State of Utah's Division of Purchasing & General Services.

The laws of the State of Utah will govern all Master Agreements that result from this procurement unless the Data Communications Products and Services Provider and participating entity agree in a Participating Addendum that the laws of another jurisdiction will govern purchases made by purchasing entities within the jurisdiction of the participating entity.

1.10 Length of Contract

The Master Agreement(s) resulting from this RFP will be for a period of five years (initial term). The Master Agreement(s) may be extended beyond the original Master Agreement period for a two (2) year period, by mutual agreement.

1.11 Pricing Structure

Pricing Structure: Pricing for the WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their **MSRP price list one time every year after the first year of the original contract term**. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.15 Usage Reporting Requirement

All Data Communication Provider's will be required to provide quarterly usage reports to the WSCA-NASPO Contract Administrator or designee. The initiation and submission of the quarterly reports are the responsibility of the Data Communication Contract Provider. You are responsible to collect and report all sales data including your resellers and partners sales associated with your Master Agreement. There will be no prompting or notification provided by the WSCA-NASPO Contract Administrator. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.
Quarter #2: October 1 through December 31, due annually by January 30.
Quarter #3: January 1 through March 31, due annually by April 30.
Quarter #4: April 1 through June 30, due annually by July 30.

Respondents must identify the person responsible for providing the mandatory usage reports. This contact information must be kept current during the Master Agreement period. The WSCA-NASPO Contract Administrator must be notified if the contact information changes. The contact information for the person responsible for the mandatory quarterly usage reporting must be specified per Section 3.1.5.

The purpose of the Master Agreement usage-reporting requirement is to aid in Master Agreement management. The specific report content, scope, and format requirements will be provided to the awarded Data Communications Products and Services Provider's during Master Agreement execution. Some WSCA-NASPO States may require additional reporting requirements. Those requirements will be addressed through the individual participating entity's Participating Addendum process. Failure to comply with this requirement may result in Master Agreement cancellation.

1.16 Standard Contract Terms and Conditions

Any Master Agreement resulting from this RFP will include, but will not be limited to, the WSCA-NASPO Standard Master Agreement Terms and Conditions, the State of Utah Additional Terms and Conditions (Appendix A) and any additional terms and conditions specific to WSCA-NASPO participating addendums for participating entities. The WSCA-NASPO Master Agreement Terms and Conditions and State of Utah Additional Terms and Conditions will take highest precedence in any contract resulting from this solicitation. Vendors must clearly identify exceptions to the WSCA-NASPO Standard Master Agreement Terms and Conditions and the State of Utah Additional Terms and Conditions in the bid submission. Vendor exceptions must include proposed solution language. Failure to submit exceptions and/or solution language will constitute vendor acceptance of WSCA-NASPO and State of Utah Additional Terms and Conditions. No third party terms and conditions will be allowed in resulting contracts awarded under this solicitation. Additional vendor terms and conditions must be submitted with the solicitation bid response for legal review and contract applicability. Submission of vendor terms and conditions with a bid response does not guarantee acceptance. Vendor terms and condition will not include any reference to website URLs that house additional terms and conditions. All terms and conditions associated with resulting contracts will be identified and attached to the WSCA-NASPO Master Agreement. The State of Utah reserves the right to accept, reject, and/or negotiate vendor terms and conditions after the award(s) have been made if it is in the best interest of the State of Utah. Participating States reserve the right to negotiate vendor terms and conditions during the Participating Addendum process. Vendor terms and conditions included with a bid response are limited to a maximum of 10 pages (8^{1/2} x 11 inch paper, 10 pt Arial font, and single sided). Failure to adhere to these terms and conditions requirements may result in vendor disqualification.

1.17 Questions

All questions must be submitted through BidSync. Answers will be given via the BidSync website. Questions received after the Question/Answer period will not be answered. No agency employee, board member, or evaluation committee member should be contacted concerning this solicitation during the solicitation posting and selection process. Failure to comply with this requirement may result in vendor disqualification.

1.18 Discussions with Respondents (Oral Presentation)

An oral presentation by a Respondent to clarify a proposal may be required at the sole discretion of the WSCA-NASPO Master Agreement Administrator. However, the WSCA-NASPO Contract Administrator may award a Master Agreement based on the initial proposals received without discussion with the Respondent. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Respondents expense.

1.19 Protected Information

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304,

provides in part that:

the following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);
- (2) commercial information or non-individual financial information obtained from a person if:
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and
 - (c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;
- * * * * *
- (6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Respondent must:

1. provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the State, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version." Failure to submit a redacted version may result in release of your entire proposal.

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. **Pricing and service elements cannot be protected. An entire proposal cannot be protected under a Claim of Business Confidentiality or Proprietary. Failure to comply with this requirement may result in your proposal being ruled Non-Responsive and no longer considered.**

The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc

To ensure the information is protected, the Division of Purchasing asks the Respondent to clearly identify in the Executive Summary and in the body of the proposal any specific information for which a Respondent claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the sourcing team. Materials submitted may be returned only at the State's option.

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a **WSCA-NASPO administrative fee of one quarter of one percent (.025%)** in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSPA-NASPO participating entities may require that an administrative fee be paid directly to the WSPA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSPA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSPA-NASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

1.21 Interest

Any payments that a Contracted Supplier makes or causes to be made to WSPA-NASPO after the due date as indicated on the Quarterly Report schedule shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude WSPA-NASPO from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Data Communication Provider's failure to make timely remittances.

1.22 Proposal Offer Firm

Responses to this RFP, including proposed discounts offered will be considered firm for one hundred and sixty (160) days after the proposal due date. By signature (electronic or otherwise) and submission of a proposal, the person signing verifies that they are authorized to submit the proposal and bind the firm to provide the products/services in the proposal and potential Master Agreement.

1.23 Cancellation of Procurement

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the State of Utah, Division of Purchasing and General Services determines such action to be in the best interest of the State of Utah.

1.24 Right to Waive

The sourcing team reserves the right to waive minor irregularities at its sole discretion.

1.25 Right to Accept All or Portion

It is our intent to accept the entire line of Data Communications Equipment and Services (included in the scope) from the awarded Data Communications Providers, however we reserve the right to accept all or a portion of a Respondents proposal.

1.26 Service Line Additions and Updates

During the term of the contract, Data Communications Providers may submit a request to update the awarded items (within the scope listed in IDENTIFY SECTION) as new technology is introduced, updated or removed from the market. The Master Agreement Administrator will evaluate requests and update the contract offering via written amendment as appropriate. The Data Communications Service Provider shall update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for services falling into the same service category.

1.27 Right to Publish

Throughout the duration of this procurement process and Master Agreement term, Respondents, Data Communications Providers and their authorized contractors must secure from the WSPA-NASPO Contract Administrator prior approval for the release of any information that pertains to the potential work or activities covered by this procurement or the Master Agreement. The Data Communications Provider shall not make any representations of WSPA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent of the WSPA-NASPO Contract

Administrator. Failure to adhere to this requirement may result in disqualification of the Respondents proposal or termination of the Master Agreement for cause

1.28 Changes in Representation

The Contracted Supplier must notify the WSCA-NASPO Contract Administrator of changes in the Contracted Supplier's key administrative personnel, to the extent that there may be adverse impacts to the contract. The WSCA-NASPO Contract Administrator reserves the right to require a change in Contracted Supplier(s) representatives if the assigned representative(s) is not, in the opinion of the WSCA-NASPO Contract Administrator, meeting the terms and conditions of the contract.

1.29 E-Rate Requirement

All award contractors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the contractor.

1.30 Section 508 Compliant

Respondents must meet all Federal and State regulations required to these type of products including but limited to accessible products by describing their support of the applicable provisions of the Workforce Investment Act of 1998, Section 508.

1.31 Glossary

Authorized Contractor: The Prime Contractor as listed as Contractor under the resulting Master Agreement(s) as a result of this RFP.

Authorized Sub Contractor: sub Contractor, Reseller, Partner, etc. Authorized by the Contractor (Prime) to sell only the products and services listed under the Master Agreement (s) established as a result of this RFP. This authorized sub contractor must have the authority and ability to accurately reflect the ability of the Respondent to meet the requirements detailed in this RFP.

WSCA-NASPO Contract Administrator: A dedicated person with the authority and ability to manage compliance with the scope and terms and conditions for this contract.

Mandatory Minimum Requirements: Requirements that must be met in order to be considered for further evaluation. Mandatory minimum requirements are non-negotiable. An offer that does not meet the mandatory minimum requirements will be disqualified from further consideration.

Participating Addendum: A Participating Addendum must be executed by any State that decides to adopt a WSCA-NASPO Master Agreement.

A Participating Addendum shall be executed for each contractor by the individual State desiring to use their contract.

Additional States may be added with the consent of the contractor and the Lead State (on behalf of WSCA-NASPO) through execution of Participating Addendums.

A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State.

The Participating State and the Contractor shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.

States are not mandated to sign a Participating Addendum with all awarded vendors.

Participating Entity: A State that has indicated intent to participate in the solicitation process, or after award, a State that has executed a participating addendum.

Purchasing Entity: Any end-user in a participating State that is eligible to use the Master Agreement(s) through the participating addendum, including but not limited to State Agencies, Counties, Cities, Education, and other entities.

Qualified Entity: An entity that is eligible to use the Master Agreement(s).

Usage Report Administrator: A contractors person responsible for the quarterly sales reporting and payments described in Section 1.15 Usage Reporting Requirement.

Volume Discount: A percentage discount offered by the seller to the buyer for purchasing a stated dollar amount of Data Communications services and products to be delivered at one time or for a specified period.

Sourcing Team: The technical and business team charged with setting requirements for the Data Communications procurement, and its subsequent evaluation.

Section 2: General Proposal Requirements and Information

2.1 Proposal Content and Format Requirements

Proposals must be detailed and concise. Unless otherwise stated in your proposal as an “exception”, Respondents agree to comply with every section, subsection, attachment and addendum of this RFP. Each proposal must be submitted in Microsoft Word or Excel, labeled and organized in a manner that is congruent with the section number, headings, requirements, and terminology used in this RFP. Proposal documents must be Arial font size 10. Respondent responses that are limited to a specified number of pages are referring to single sided pages. As an example, a response that is limited to a document that is no more than two pages long may be submitted on one double sided page, but not two double sided pages.

2.2 RFP Revisions

Revisions, if any, and all written questions and the State’s answers, will be posted on the BidSync website. Solicitation documents will not be mailed to prospective Proposers. Respondents must register (free of charge) as a vendor with BidSync in order to have access to the RFP and related documents. Respondents are responsible for ensuring that their registration information is current and correct. The State of Utah accepts no responsibility for missing or incorrect information contained in the supplier’s registration information on BidSync. The State of Utah accepts no responsibility for a prospective Respondent not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Respondent to obtain the information provided through BidSync.

2.3 Right to Waive

The State of Utah reserves the right to waive any informality or technicality in any proposal.

2.4 Proposals Become Property of the State of Utah

All proposal contents become the property of the State of Utah. All proposal content is proprietary during the proposal evaluation process. Upon Master Agreement award, the successful Respondents’ proposals will be open to public inspection, by request, with the exception of any proposal content that is marked as “proprietary or confidential” by the Respondent. All content designated as “proprietary or confidential” must be supported by documentation as to the rationale for the proprietary nature of the information.

2.5 News Releases

News releases or other public disclosure of information pertaining to this RFP or the statewide contracts may not be published without the prior written permission of the State of Utah.

2.6 State Seal Use

The Utah [Great Seal Rule](#) states, in section R622-2-3.Custody and Use, that “no facsimile or reproduction of the Great Seal may be manufactured, used, displayed, or otherwise employed by anyone without the written approval of the Lieutenant Governor.”

Other participating States have similar rules that must be adhered to by Respondents or interested parties.

Section 3: Data Communications Provider Mandatory Minimum Requirements

3.1 General Information

This section contains requirements that must be addressed in order for your proposal to be considered for the evaluation phase of this RFP. All of the items described in this section are non-negotiable. Respondents are required to complete:

Mandatory Requirements (M)

All Respondents must meet the **(M)** requirements listed in this section, and explain how the requirement is met. A ‘no’ response on the acceptance document or omission of the required explanation will disqualify the service from further evaluation.

3.1.1 Equipment Offering

(M) Identify Equipment Offering in sections 5.2.1-5.3.0.

3.1.2 Service Offering

(M) Identify Service Offerings for all products offered in Sections 5.2.1-5.3.0.

3.1.3 Insurance Requirement

(M) This pertains to the State of Utah insurance requirements. Other Participating States may identify different insurance requirements during the participating addendum process.

Data Communications Provider’s and their authorized contractors shall procure and maintain insurance which shall protect the authorized contractor and The State and/or purchasing entity (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Data Communications Provider’s authorized contractor shall procure and maintain the insurance policies described below at their own expense and shall furnish to the procurement manager, upon award, an insurance certificate listing the participating State(s) as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the authorized contractor to include contractual liability coverage applicable to this Master Agreement. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements) and an acknowledgment of notice of cancellation to the participating States.

Authorized contractor is required to maintain the following insurance coverage’s during the term of the WSCA-NASPO Master Agreement:

- 1) Workers’ Compensation Insurance – The Data Communications Provider’s authorized contractor must comply with Participating State’s requirements and provide a certificate of insurance.
- 2) Commercial General Liability Policy per occurrence - \$1,000,000. Coverage to include bodily injury and property damage combined single limit.
- 3) Business Automobile Policy to include but not limited to liability coverage on any owned, non-

owned, or hired vehicle used by Data Communications Provider's authorized contractor personnel in the performance of this Master Agreement. The business automobile policy shall have the following limits of liability: Per Occurrence - \$1,000,000, Annual Aggregate - \$3,000,000, Annual Aggregate applying to products and services - \$3,000,000. Coverage must include premises and operations, bodily injury and property damage, personal and advertising injury; blanket contractual, products and services, owner named as an additional insured. The State of Utah must be listed as an additional insured.

Within 10 days of contract award, the Contracted Supplier and/or Authorized Contractor must submit proof of certificate of insurance that meets the above requirements or the Participating States requirements.

3.1.4 Delivery

(M) The prices offered shall be the delivered price to any WSCA-NASPO purchasing entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance (*within 30 days after delivery for external damage and 30 days for any concealed damage*) when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

3.1.5 Service Offering Documentation

(M) Upon request, user and/or technical documentation should be supplied for all procured products and services. Manuals may be available via the Contracted Supplier's website. The manual shall contain user and technical instructions appropriate to the service.

3.1.6 Data Communications Provider Contract Administrator and Usage Report Administrator

(M) The Contracted Supplier shall provide a Contract Administrator to manage compliance with the scope and terms and conditions for this contract. The following Information, at a minimum, regarding the Contract Administrator shall be provided:

- a. Administrator's number of years experience in the Data Communications Services business.
- b. Confirmation that the Data Communications Provider Contract Administrator has authority to enforce the scope of work and terms and conditions of the resulting contract.

The Contracted Supplier shall also provide a Usage Report Administrator responsible for the quarterly sales reporting described in Section 1.15 Usage Reporting Requirement.

3.1.7 eMarket Center Cooperation

(M) To be eligible for contract award, the Contractor must agree to cooperate with WSCA-NASPO and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. The contract requirements are in section 7.

Section 4: Data Communications Provider Qualifications

4.1 General Information:

Provide any pertinent general information about the depth and breadth of the Offeror's product and service offerings and their overall use and acceptance in the Data Communications marketplace.

4.2 Warranty

Specify the Offeror's standard warranty offerings for the products and services proposed in the response to this RFP.

4.3 Website

Award contractors are required to establish and maintain a website applicable to the WSCA/NASPO contract which will allow Participating States to see applicable contract price list, discounts on said price list, approved resellers or partners for their state and any additional information that may be required to assist the participating states in obtaining information concerning the contract award. The State of Utah representing WSCA/NASPO reserves the right to require the award contractor to add additional items to assist in this process. Specify Websites used by the Offeror to facilitate customer ordering under awarded contracts. This is a mandatory requirement.

4.4 Customer Service

Specify the Offeror's standard customer service policies and detail the escalation process used to handle customer-generated issues.

4.5 Firm

- a. Provide a brief history of your firm including the following:
 1. Number of years providing Data Communications Services being offered in response to this RFP.
 2. Number of separate services provided in each of the area categories described in this RFP.
- b. Describe specifically what makes your firm a stable long term partner for WSCA-NASPO.
- c. Describe specifically what information the Data Communications Provider contract administrator would provide at annual meetings with an entity that has executed a participating addendum.
- d. Describe how you plan to implement the contract including having a single point of contact to perform and manage all aspects of this contract.
- e. Describe in detail your firm's escalation management plan including contact information.

4.6 Authorized Sub Contractor Relationships

Respondents may propose the use of Servicing Subcontractors or partners however, the Contractor shall remain solely responsible for the performance under the terms and conditions of the Contract if Servicing Subcontractors are utilized. This includes sales report information. The Contractor will be responsible to collect, and report this information from all partners or resellers representing your contract.

- a. Briefly describe what your firm requires from potential contractors to become an "Authorized Data Communications Reseller". Provide an Authorized Contractor List.
- b. Describe in detail how your firm currently measures an authorized contractors' performance.
- c. Describe in detail the process for revoking a designation as a sub contractor from an authorized contractor for issues related to customer service, or other authorized contractor performance related issues.
- d. Describe in detail how your firm will support and assist an authorized contractor in improving their performance and the corrective action process.

- e. Describe in detail the process that your firm uses to track and respond to issues and concerns from both your authorized contractors and from participating entities.
- f. Describe in detail how your firm will track, report and verify sales from your designated Data Communication partners and authorized contractors.

Section 5: Service Offering Qualifications

5.1 General Information

This section contains mandatory minimum requirements that must be met in order for your proposal to be considered for the evaluation phase of this RFP. All of the items described in this section are non-negotiable. Respondents are required to complete:

Mandatory Requirements (M)

All Respondents must meet the **(M)** requirements listed in this section, and explain how the requirement is met. A 'no' response on the acceptance document or omission of the required explanation will disqualify the service from further evaluation.

5.1.1 General Business Requirements

Each provider must meet the following mandatory general business requirements:

5.1.2 Terms and Conditions

(M) Respondents *must* indicate their acceptance of the State of Utah Standard Terms and Conditions in addition to the WSCA-NASPO Terms and Conditions attached to this RFP as Attachment A and Attachment B. Any exceptions to these terms and conditions must be clearly identified in bid response and during the question and answer period on BidSync. Significant exceptions may constitute grounds for rejecting Respondent proposals.

5.1.3 Experience

(M) Respondents *must* be able to provide reference service contracts from a minimum of five government or commercial customers for their Data Communications Product and Services offerings. Government references are preferred. References must include environments and complexity that is similar in scope to those described within this RFP. Any proposals from Respondents that cannot meet these requirements will not be considered. The Respondent must provide specific contact information describing their reference service contracts, which may be verified.

5.1.4 Financial Stability

(M) The Data Communications Product and Services vendor *must* provide audited financial statements to the State and should meet a minimum Dun and Bradstreet (D&B) credit rating of 4A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement. Prime contractors working on behalf of Respondents must submit financial statements that demonstrate financial stability, and adequate working capital, but do not need to meet 4A2 credit rating requirements.

5.1.5 Other General Responsibilities

(M) The Respondent *must* provide the personnel, equipment, tools, and expertise to meet the requirements in this RFP.

(M) Computer applications and Web sites *must* be accessible to people with disabilities, and *must* comply with Participating entity accessibility policies and the Americans with Disability Act.

(M) Applications and content delivered through Web browsers must be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

5.2 Data Communications Services – Requirements

Offerors may respond to any of the sections where they have substantive product offerings that address the scope detailed in each Section from 5.2.1-5.3.0. All Offerors must include a response to section 5.31 services that addresses products proposed in 5.2.1-5.3.0.

Products may be used by the states in branch offices, main government offices and data centers, and by overall government data communications providers offering carrier class services. Responses should consider this breadth of use and users.

The scope and context of this solicitation **does not include endpoints such as cell/smart phones, other mobile devices or devices designed exclusively for use by individual users.** It is focused on the equipment and software infrastructure required to support provisioning of a variety of network services within a modern digital network. The user context will vary from branch offices through enterprise and statewide data communication network installations. Respondents should offer a range of solutions that are appropriate for installations of varying size and complexity.

5.2.1 DATA CENTER APPLICATION SERVICES — Application networking solutions and technologies that enable the successful and secure delivery of applications within data centers to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

5.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

5.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression

- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

5.2.2 NETWORKING SOFTWARE — Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), and a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies

5.2.2.1 Network Management and Automation — Software products and solutions for data center automation, cloud computing, and IT systems management.

5.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

5.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

5.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, WAN performance monitoring.

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION — Devices and tools for increasing data-transfer efficiencies across wide-area networks.

5.2.3.1 Dynamic Load Balancing — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

5.2.3.2 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

5.2.3.3 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

5.2.4 OPTICAL NETWORKING — High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

- 5.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches** — Switches used in systems designed for long haul and ultra long-haul optical networking applications.
- 5.2.4.2 Edge Optical Switches** — Provide entry points into the enterprise or service provider core networks.
- 5.2.4.3 Optical Network Management** — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.
- 5.2.4.4 IP over DWDM (IPoDWDM)** — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

5.2.5 ROUTERS — A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

- 5.2.5.1 Branch Routers** — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.
- 5.2.5.2 Network Edge Routers** — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.
- 5.2.5.3 Core Routers** - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).
- 5.2.5.4 Service Aggregation Routers** — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.
- 5.2.5.5 Carrier Ethernet Routers** — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

5.2.6 SECURITY

- 5.2.6.1 Data Center and Virtualization Security Products and Appliances** — Products designed to protect high-value data and data center resources with threat defense and policy control.
- 5.2.6.2 Intrusion Detection/Protection and Firewall Appliances** — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs

deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

- 5.2.6.3 Logging Appliances and Analysis Tools** — Solutions utilized to collect, classify, analyze, and securely store log messages.
- 5.2.6.4 Secure Edge and Branch Integrated Security Products** — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.
- 5.2.6.5 Secure Mobility Products** — Delivers secure, scalable access to corporate applications across multiple mobile devices.
- 5.2.6.6 Encryption Appliances** — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.
- 5.2.6.7 On-premise and Cloud-based services for Web and/or Email Security** — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications.
- 5.2.6.8 Secure Access** — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:
- Management visibility for device access
 - Self-service on-boarding
 - Centralized policy enforcement
 - Differentiated access and services
 - Device Management

5.2.7 STORAGE NETWORKING — High-speed network of shared storage devices connecting different types of storage devices with data servers.

- 5.2.7.1 Director Class SAN (Storage Area Network) Switches and Modules** — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.
- 5.2.7.2 Fabric and Blade Server Switches** — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many

communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

5.2.7.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

5.2.7.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.)

5.2.8 SWITCHES — Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

5.2.8.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

- Security
 - i. SSHv2 (Secure Shell Version 2)
 - ii. 802.1X (Port Based Network Access Control)
 - iii. Port Security
 - iv. DHCP (Dynamic Host Configuration Protocol) Snooping
- VLANs
- Fast Ethernet/Gigabit Ethernet
- PoE (Power over Ethernet)
- link aggregation
- 10 Gb support
- Port mirroring
- Span Taps
- Support of IPv6 and IPv4
- Standards-based rapid spanning tree
- Netflow Support (Optional).

5.2.8.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security
 - i. SSHv2
 - ii. MacSec encryption
 - iii. Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4

- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

5.2.8.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

5.2.8.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs), all at Gigabit and 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

- 5.2.8.5 Software Defined Networks (SDN) - Virtualized Switches and Routers —** Technology utilized to support software manipulation of hardware for specific use cases.
- 5.2.8.6 Software Defined Networks (SDN) —** Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.
- 5.2.8.7 Carrier Aggregation Switches —** Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:
- Designed for Metro Ethernet networks
 - Designed for video and other high bandwidth applications
 - Supports a variety of interface types, especially those commonly used by Service Providers
- Capabilities should include:
- Redundant Processors
 - Redundant Power
 - IPv4 and IPv6 unicast and multicast
 - High bandwidth
 - Low latency
 - Hot swappable power supplies and fans
 - MPLS (Multiprotocol Label Switching)
 - BGP (Border Gateway Protocol)
 - Software router virtualization and/or multiple routing tables
 - Policy based routing
 - Layer 2 functionality
 - i. Per VLAN Spanning Tree
 - ii. Rapid Spanning Tree
 - iii. VLAN IDs up to 4096
 - iv. Layer 2 Class of Service (IEEE 802.1p)
 - v. Link Aggregation Control Protocol (LACP)
 - vi. QinQ (IEEE 802.1ad)
- 5.2.8.8 Carrier Ethernet Access Switches —** A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

5.2.9 WIRELESS — Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

5.2.9.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

5.2.9.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

5.2.9.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage

light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

5.2.9.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

5.2.9.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

5.2.9.6 Bring Your Own Device (BYOD) — Mobile Data Management (MDM) technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network

- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

- High Availability for Call Processing
- Hardware Platform High Availability
- Network Connectivity High Availability
- Call Processing Redundancy

5.3.0.1 IP Telephony — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

- Support for analog, digital, and IP endpoints
- Centralized Management
- Provide basic hunt group and call queuing capabilities
- Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone)
- E911 Support

5.3.0.2 Instant messaging/ Presence — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 Unified messaging — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

- Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone
- Visual Voicemail Support (Optional)

5.3.0.4 Contact Center — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering “agent” stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 Communications End Points and Applications

- Attendant Consoles
- IP Phones

5.3.0.6 UC Network Management — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 Collaboration — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 Collaborative Video — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to “dial in” and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 Content Delivery Systems (CDS) — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 Physical Security — Technology utilized to restricting physical access by unauthorized people to controlled facilities. Technologies include:

- a. Access control systems
- b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.
- c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage
- d. Building and energy controls

5.3.1 SERVICES — For each Category above (5.21-5.30), the following services should be available for procurement as well at the time of product purchase or anytime afterwards.

5.3.1.1 Maintenance Services — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

5.3.1.2 Professional Services

- Deployment Services
 - Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
 - Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.

- Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
- Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
- Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
- Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
- Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

5.3.1.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

- Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/ Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

5.3.1.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product

category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories.

Section 6: Evaluation

6.1 General Information

Proposals will be evaluated for completeness and compliance with the requirements of this RFP by a sourcing team. The sourcing team may engage additional qualified individuals during the process to assist with technical, financial, legal, or other matters.

Except at the invitation of the sourcing team, no activity or comments from Offerors regarding this RFP shall be discussed with any member of the sourcing team during the evaluation process. An Offeror who contacts a member of the sourcing team in reference to this RFP may have its proposal rejected.

Each proposal must be submitted in Microsoft Word or Excel, or PDF labeled and organized in a manner that is congruent with the section number, headings, requirements, and terminology used in this RFP. Proposal documents must be use Arial font size 10. All proposals must be submitted in electronic form.

6.2 Administrative Requirements Compliance

The sourcing team will evaluate each proposal for compliance with administrative requirements. Non compliance with any of these requirements will render a proposal non-responsive. Only those proposals that pass the administrative requirements will be evaluated further.

In order to pass the Administrative Requirements, the following must be received by due date and time associated with this RFP as listed in Bid Sync.

6.2.1 References

Vendor must provide a least three current account references for which your company provides similar Data Communications services for private, state and/or large local government clients (preferably government/public entities). Offerors are required to submit Attachment B - Reference Form, for business references. The business providing the reference must submit the Reference Form directly to the State of Utah, Division of Purchasing. It is the offeror's responsibility to ensure that completed forms are received by the State of Utah Division of Purchasing on or before the proposal submission deadline for inclusion in the evaluation process. Business references not received, or not complete, may adversely affect the offeror's score in the evaluation process. The Purchasing Division reserves the right to contact any or all business references for validation of information submitted.

6.3 Minimum Scope Requirements Compliance

The sourcing team will evaluate each proposal that passed the administrative requirements for compliance with Section 5.2 Data Communications Services – Requirements. Scope requirements are evaluated in terms of the breadth and depth of the offeror proposal for each of the section 5.2.1-5.3.0 Scope categories. Only those proposals in each section that score 70% or better will move on to cost evaluation.

6.4 Evaluation Criteria

The following table details how each proposal shall be evaluated on a basis of 100 points.

An evaluation committee comprised of representatives from some WSCA-NASPO member States will be appointed by the WSCA-NASPO Contract Administrator to perform the proposal evaluation.

All Offeror's proposals will be initially reviewed for compliance with the mandatory general requirements in Section 3 and Sections 5.1.1-5.1.5 stated within the RFP. Any proposal failing to meet one or more mandatory requirement(s) will be considered non-responsive and deemed "unacceptable", and will be eliminated from further consideration.

Those proposals deemed "acceptable" or "potentially acceptable" will be evaluated against the following proposal evaluation criteria using a point-based scoring methodology. Proposal evaluation criteria are listed in relative order of importance:

6.4.1 Cost – (bid sheets including discounts off list price attached) – 30%

Given that technology products generally depreciate over time and go through typical product lifecycles, it is more favorable for customers to have prime contracts be based on minimum discounts off the Offeror's' commercially published pricelists versus fixed pricing. In addition, Offerors must have the ability to update and refresh their respective price books, as long as the agreed-upon discounts are fixed. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

6.4.1.1 Refurbished Equipment – Many IT manufacturers offer refurbished equipment at a substantially lower cost with attractive warranties that also address risk concerns some customers may have with refurbished gear. Offerors may add an optional provision for manufacturer-certified refurbished equipment to be available for procurement under this contract. This offering will not be evaluated as part of the cost scoring process.

6.4.2 Demonstrate ability to provide products and services within scope of the RFP (Section 5.2-5.31) – 25%

6.4.3 Qualifications, technical ability, maintenance, training and value added services – 10%

6.4.4 Ability to supply to WSCA / NASPO member states/geographical coverage -10%

6.4.5 Offer profile and references (i.e., financial stability, presence in marketplace, adequate staff, marketing efforts etc.) – 20%

6.4.6 Administrative (i.e., report generating ability, e-commerce, account reps, problem resolution, customer satisfaction, website hosting and other administrative related issues) – 5%

At the option of the evaluation committee the WSCA-NASPO Contract Administrator may initiate discussion(s) with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal(s), however, proposals may be evaluated without

such discussion(s). Such discussion(s) is not to be initiated by Offerors.

Based on the competitive range of the evaluation scores, the evaluation committee may choose to make a "finalist list" of offeror's; if opted for, all offeror's will be notified of their status at this juncture by the Procurement Manager.

Finalist Offeror's may be required, at the option of the evaluation committee, to present their proposals and possibly demonstrate their Internet website to the evaluation committee. The Procurement Manager will schedule the time and location for each Offeror presentation. Each Offeror presentation will be of equal duration for all offeror's and may also include an additional amount of time reserved for questions/answers.

The sourcing team will evaluate each proposal that has passed the administrative requirements and met or exceeded the Section 3 and Section 5.1.1-5.1.5 Mandatory Requirements.

WSCA-NASPO Data Communications Equipment and Associated Products #JP14001

Firm Name: _____

Section Number: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score (0-5)	Weight	Points
1. Demonstrated Ability to meet scope of requirements (25 points possible)		-----	-----	
Scope and Variety of products provided	8 points possible		X 1.6	
Experience and technical ability of manufacturer	7 points possible		X 1.4	
Maintenance Program	2 points possible		X .40	
Training Program	2 points possible		X .40	
Service Program	2 points possible		X .40	
Demonstrate Effective Reseller Program managed by the manufacturer in WSCA / NASPO States	4 points possible		X .80	
2. Demonstrate Qualifications and Technical Ability (10 points possible)		-----	-----	
Technical Staff Qualifications	2 points possible		X .40	
Maintenance Staff Qualifications	2 points possible		X .40	
Training Staff Qualifications	2 points possible		X .40	
Technical Suitability of Products	4 points possible		X .80	
3. Demonstrate ability to supply WSCA / NASPO member States (10 points possible)	10 points possible		X 2	
4. Company profile and references (20 points)		-----	-----	
Financial Statements and Records	10 points possible		X 2	
References, Reputation, Breadth and Depth of Offering	10 points possible		X 2	
5. Demonstrate ability to provide administrative support (5 points possible)	5 points possible		X 1	
6. Cost (30 points possible)*	30 points	-----	-----	* Inserted

Services (10 Points)	possible			by
Product Offering Discount Percentage (20 points)				Purchasing
TOTAL EVALUATION POINTS	(100 points possible)		Total	

* Purchasing will use the following cost formula for the “Services”: The points assigned to each Offeror’s cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other Offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An Offeror who’s Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

Purchasing will use the following cost formula for the “Product Offering Discount Percentage”: The points assigned to each Offeror’s cost proposal will be based on the highest discount percentage. The Offeror with the highest discount percentage will receive 100% of the price points. All other Offerors will receive a portion of the total cost points based on what percentage lower their discount percentage is than the highest discount percentage. An Offeror who’s Proposed percentage discount is less than double (200%) the highest discount percentage will receive no points. The formula to compute the points is: Cost Points x (2- Highest Proposed Discount/Proposed Discount).

Section 7: Master Agreement Terms and Conditions/Exceptions

7.1 WSCA-NASPO Master Agreement Terms and Conditions

7.1.1 The WSCA-NASPO Contract Administrator referred to in section 2 of the WSCA-NASPO Master Agreement Terms and Conditions is Debra Gunderson, State of Utah Division of Purchasing and General Services. This RFP represents the WSCA-NASPO Contract Administrator’s written approval of the modifications, waivers, alterations, amendments, and supplements to the Master Agreement Terms and Conditions made in this RFP and this Section 7.

7.1.2 Except as limited in this section or elsewhere in this RFP, Participating Entities who execute a Participating Addendum may alter, modify, supplement, or amend the WSCA-NASPO Master Agreement Terms and Conditions as necessary to comply with Participating Entity law or policy with respect to their orders under the Master Agreement. A Contractor may not deliver Products or perform services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Terms and Conditions are applicable to any order by a Participating Entity, except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on orders, governing law and venue relating to orders by a Participating Entity, Indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Participating Entity and Contractor, may be included in the commitment voucher (e.g. purchase order or contract) used by the Participating Entity to place the order.

7.1.3 The term Purchasing Entity and Participating Entity shall both mean “Participating Entity” as that term is defined in WSCA-NASPO Master Agreement Terms and Conditions.

7.1.4 With respect to section 11, Indemnification, the terms of any Participating Addendum may alter, modify, supplement, or amend the language in section 11 and may include a limitation of liability mutually agreeable to the Participating Entity and the Contractor.

7.1.5 With regard to section 20, Participants, Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of the Chief Procurement Official of the state where the Participating Entity is located. Contractors may upon request obtain a copy of the written authorization from the WSCA-NASPO Contract Administrator.

7.2 Offeror Exceptions to Terms and Conditions

7.2.1 The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the WSCA-NASPO Master Agreement Terms and Conditions. As specified in this RFP, exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct. Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. Exceptions will be evaluated to determine the extent to which the alternative language or approach poses unreasonable, additional risk to the state, is judged to inhibit achieving the objectives of the RFP, or whose ambiguity makes evaluation difficult and a fair resolution (available to all vendors) impractical given the timeframe for the RFP.

7.2.2 The Lead State will entertain exceptions to contract terms and conditions in this RFP, including the WSCA-NASPO Master Agreement Terms and Conditions. Offerors are strongly encouraged to be judicious in identifying exceptions.

7.2.3 Based on the market research conducted by the Lead State, the following provisions are intended to frame the contours of exceptions that may be acceptable, additional risk so long as the Offeror's exceptions are specified with sufficient particularity.

7.2.4 The Lead State will consider Offeror standard terms for inspection and acceptance, so long as a reasonable time for acceptance is stated. However, the Participating Entities right to exercise revocation of acceptance under its Uniform Commercial Code must be preserved. Submit the standard terms with the offer and describe generally how commerciality in their use is established, e.g., identify publicly-available catalogs where the warranty terms are used and how long they have been in use.

7.2.5 The Lead State will consider standard warranty and/or maintenance terms, but the alternative warranty and/or maintenance will be evaluated to determine whether they provide comparable protection to the warranty specified in section 30 of the WSCA-NASPO Master Agreement Terms and Conditions. Provide the terms of the warranty and maintenance in the offer. Also describe generally how commerciality is established for those terms, e.g., publicly-available catalogs the warranty terms are used and how long

they have been in use. Provide one reference from a customer having comparable sales volume who is using the warranty and maintenance provisions, where the warranty term has expired, and who has exercised rights under the warranty.

7.2.6 Intellectual property. The Lead State will consider license terms and conditions that as a minimum convey to Participating Entities a nonexclusive, irrevocable, perpetual, paid-up, royalty free license to use software or other intellectual property delivered with or inherent in the commodity or service, and to transfer the license rights to third parties for government purposes. Provide the terms of the license, including any terms that cover third party intellectual property used in the Offeror's solution. Offerors should be aware that Participating Entities using federal funds may be required to negotiate additional or different terms to satisfy minimum rights requirements of their federal grants.

7.2.7 Any limitation of liability provision – including any exclusion of damages clause – proposed by an Offeror to be the default limitation of liability provision under the Master Agreement must preserve a reasonable amount of direct damages for breach of contract, additionally permit the Participating Entity to recoup amounts paid for supplies or services not finally accepted (as in the case of advance or progress payments, if used), and preserve the right of the Participating Entity to be held harmless from costs of litigation as well as ultimate liability within limits agreed by the parties.

Moreover, any limitation of liability clause proposed by an Offeror should be reciprocal, cover lost profits, and exclude claims or liability arising out of intellectual property infringement, bodily injury (including death), damage to tangible property, and data breach. Include the text of any such language if proposed. Further, provide contact information for a public entity, or private entity if no public entity exists, where the limitation of liability clause (or another clause substantially similar) operated to limit liability. If no such example exists, provide contact information for a state, or if no state exists, a higher education institution, or if none exists, a city or county represented by counsel in the negotiations who has agreed to the proposed terms and conditions.

7.2.8 The enumerated examples in subsection 7.2 are not intended to limit the ability of Offerors to propose additional, reasonable exceptions. For any other exception, where the exception is based on claims of standard or normal commercial practice, provide contact information for a state, or if no state exists, a higher education institution, or if none exists, a city or county represented by counsel in the negotiations who has agreed to the proposed terms and conditions.

7.3 WSCA-NASPO eMarket Center

7.3.1 In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

Supplier's Interface with the eMarket Center

There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

At a minimum, the Contractor agrees to the following:

1. Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
2. Definition of Hosted and Punchout: WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**
 - a. Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data annually to the the eMarket Center for WSCA-NASPO Contract Administrator's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
 - b. Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update quarterly to the Contract Administrator stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
3. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the WSCA-NASPO Contract Administrator and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

- a. Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/14 would be effective in the eMarket Center on 2/01/14). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/14 would be effect in the eMarket Center on 1/01/15).
 - b. Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
4. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.
5. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
 - b. The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and
 - c. The Catalog must include a Lead State contract identification number; and
 - d. The Catalog must include detailed product line item descriptions; and
 - e. The Catalog must include pictures when possible; and
 - f. The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements.*
6. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML.

- a. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
7. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.
8. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.
9. The WSCA-NASPO Contract Administrator reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the WSCA-NASPO Contract Administrator and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

* Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

Attachment B – Reference Form

**Solicitation Number JP14001
WSCA-NASPO Data Communications RFP**

Please complete the following:

(Full Name of Company Requesting Reference)

(Your Company Name)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Utah, Division of Purchasing, via email to teutsler@utah.gov or by fax to the attention of Tara Eutsler at 801-538-3882, no later than _____, 2011, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Utah, Division of Purchasing, at dgundersen@utah.gov. When contacting the State, please be sure to include the solicitation number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact Name and Title/Position:	
Contact Telephone Number:	
Contact Email Address:	

QUESTIONS:

1. In what capacity have you worked with this firm in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

_____ (3=Excellent; 2=Satisfactory; 1=Unsatisfactory; 0=Unacceptable)

COMMENTS:

3. How would you rate this firm's flexibility relative to changes in the project scope and timelines?

_____ (3=Excellent; 2=Satisfactory; 1=Unsatisfactory; 0=Unacceptable)

COMMENTS:

4. What is your level of satisfaction with materials produced by this firm?

_____ (3=Excellent; 2=Satisfactory; 1=Unsatisfactory; 0=Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between firm and your staff?

_____ (3=Excellent; 2=Satisfactory; 1=Unsatisfactory; 0=Unacceptable)

COMMENTS:

6. Who were the firm's principal representatives involved in your project and how would you rate them individually? Please comment on the skills, knowledge, behavior or other factors on which you based the rating?
(3=Excellent; 2=Satisfactory; 1=Unsatisfactory; 0=Unacceptable)

Principal Representative's Name: _____

Rating:

Principal Representative's Name: _____

Rating:

Principal Representative's Name: _____

Rating:

COMMENTS:

7. How satisfied are you with the manner in which the firm handled confidential, personal, and sensitive information?

_____ (3=Excellent; 2=Satisfactory; 1=Unsatisfactory; 0=Unacceptable)

COMMENTS:

8. With what aspect(s) of this firm's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this firm's services are you least satisfied?

COMMENTS:

10. Would you recommend this firm's services to your organization again?

COMMENTS:

Attachment C – Cost Schedule

Solicitation Number JP14001 WSCA-NASPO Data Communications RFP

Product Offerings By Category. Specify *Discount Percent %* Offered for products in each category from section 5. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

5.2.1 DATA CENTER APPLICATION SERVICES Discount % _____

5.2.1.1 Virtualized Load Balancers

5.2.1.2 WAN Optimization

5.2.2 NETWORKING SOFTWARE Discount % _____

5.2.2.1 Network Management and Automation

5.2.2.2 Data Center Management and Automation

5.2.2.3 Cloud Portal and Automation

5.2.2.4 Branch Office Management and Automation

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION Discount % _____

5.2.3.1 Dynamic Load Balancing

5.2.3.2 WAN Acceleration

5.2.3.3 High Availability and Redundancy

5.2.4 OPTICAL NETWORKING Discount % _____

5.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches

5.2.4.2 Edge Optical Switches

5.2.4.3 Optical Network Management

5.2.4.4 IP over DWDM (IPoDWDM)

5.2.5 ROUTERS Discount % _____

5.2.5.1 Branch Routers

5.2.5.2 Network Edge Routers

- 5.2.5.3 Core Routers
- 5.2.5.4 Service Aggregation Routers
- 5.2.5.5 Carrier Ethernet Routers

5.2.6 SECURITY

Discount % _____

- 5.2.6.1 Data Center and Virtualization Security Products and Appliances
- 5.2.6.2 Intrusion Detection/Protection and Firewall Appliances
- 5.2.6.3 Logging Appliances and Analysis Tools
- 5.2.6.4 Secure Edge and Branch Integrated Security Products
- 5.2.6.5 Secure Mobility Products
- 5.2.6.6 Encryption Appliances
- 5.2.6.7 On-premise and Cloud-based services for Web and/or Email Security
- 5.2.6.8 Secure Access

5.2.7 STORAGE NETWORKING

Discount % _____

- 5.2.7.1 Director Class SAN (Storage Area Network) Switches and Modules
- 5.2.7.2 Fabric and Blade Server Switches
- 5.2.7.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management
- 5.2.7.4 SAN Optimization

5.2.8 SWITCHES

Discount % _____

- 5.2.8.1 Campus LAN – Access Switches
- 5.2.8.2 Campus LAN – Core Switches
- 5.2.8.3 Campus Distribution
- 5.2.8.4 Data Center Switches
- 5.2.8.5 Software Defined Networks (SDN) - Virtualized Switches and Routers
- 5.2.8.6 Software Defined Networks (SDN) — Controllers.
- 5.2.8.7 Carrier Aggregation Switches
- 5.2.8.8 Carrier Ethernet Access Switches

5.2.9 WIRELESS

Discount % _____

- 5.2.9.1 Access Points
- 5.2.9.2 Outdoor Wireless Access
- 5.2.9.3 Wireless LAN Controllers
- 5.2.9.3 Wireless LAN Network Services and Management
- 5.2.9.4 Cloud-based services for Access Points

5.2.9.5 Bring Your Own Device (BYOD)

5.3.0 UNIFIED COMMUNICATIONS (UC)

Discount % _____

5.3.0.1 IP Telephony

5.3.0.2 Instant messaging/ Presence

5.3.0.3 Unified messaging

5.3.0.4 Contact Center

5.3.0.5 Communications End Points and Applications

5.3.0.6 UC Network Management

5.3.0.7 Collaboration

5.3.0.8 Collaborative Video

5.3.0.8.1 Content Delivery Systems (CDS)

5.3.0.8.2 Physical Security

Average Discount Percentage for all Product Bid Categories

Discount % _____

5.3.1 SERVICES For each category (5.2.1-5.3.0) provide post sale on site service and consulting rates that are inclusive of travel, lodging and meals. Remote access rates for non-warranty and consultation services must be expressed as a separate net hourly labor rate.

Maintenance Services

Onsite Hourly Rate \$ _____

Remote Hourly Rate \$ _____

Professional Services

• **Deployment Services**

Onsite Hourly Rate \$ _____

Remote Hourly Rate \$ _____

• **Consulting/Advisory Services**

Onsite Hourly Rate \$ _____

Remote Hourly Rate \$ _____

• **Architectural Design Services**

Onsite Hourly Rate \$ _____

Remote Hourly Rate \$ _____

• **Statement of Work Services**

Onsite Hourly Rate \$ _____

Remote Hourly Rate \$ _____

Partner Services

Onsite Hourly Rate \$ _____

Remote Hourly Rate \$ _____

Training Deployment Services

Onsite Hourly Rate \$ _____

Online Hourly Rate \$ _____